

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CEDAR RAPIDS DIVISION

JOINT LABOR-MANAGEMENT)	
COMMITTEE OF LOCAL UNION)	NO: 1:08-cv-00125-EJM
#405 I.B.E.W. AND THE CEDAR)	
RAPIDS/IOWA CITY DIVISION)	ORDER
IOWA CHAPTER, N.E.C.A.)	
)	
vs.)	
)	
AFFORDABLE ELECTRIC, INC.)	
)	
Defendant.)	
)	

This matter is before the court on plaintiff's unresisted Motion for Default Judgment, filed November 25, 2008. Granted.

Plaintiff brought this action pursuant to 9 USC §9 to enforce an arbitration award. The court has jurisdiction pursuant to 28 USC §1331 and 29 USC §185.

Upon application and for cause, the properly supported motion for default judgment shall be granted.

It is therefore

ORDERED

1. Granted. The Court affirms the findings of the Plaintiff Joint Labor Management Committee (Committee) that Defendant Affordable Electric is using a double breasted company "Bestway Electric" to perform bargaining unit work by using non reported on employees without listing them on shop reports or paying wages and benefits as required by the collective bargaining agreement in violation of Article II, Section 2.06; Article II, Section 2.07; Article II, Section 2.27(a); Article II,

Section 2.28; Article III, Section 3.13; Article III, Section 3.20; Article IV, Section 4.02; and Article IV, Section 4.07.

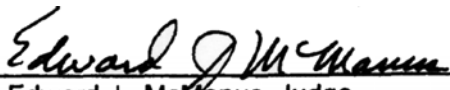
2. The audit award of the Committee is hereby entered as a judgment against the Defendant Affordable.

3. An audit of Defendant Affordable's books and records shall take place, which shall include access to all records and documents related to the Defendant Affordable's use of a double breasted company "Bestway Electric, Inc." to perform bargaining unit work by using non reported on employees without listing them on shop reports or paying wages and benefits as required by the collective bargaining agreement. Defendant Affordable shall produce all records and books relevant to ascertaining liabilities and payments due under the collective bargaining agreement for the period from January 1, 2008 to the date of the audit, so as to enable the auditor retained by the Plaintiff Committee to perform the audit herein being ordered. Production of documents shall be made by Defendant Affordable delivering all records and books affecting Defendant Affordable and its double-breasted entity Bestway Electric to the office of the Plaintiff's attorney by not later than Monday, January 5, 2009. The auditor selected by the Plaintiff Committee shall then examine those books and records and upon completion of the audit, shall issue a report to the court.

4. The court reserves jurisdiction to enter additional appropriate orders to confirm the amounts due for wages and benefits as determined by the audit and to compel Defendant Affordable to pay the amounts determined by the audit to be due.

The amounts due for wages and benefits as determined by the audit shall be determined as due when they should have been paid.

December 16, 2008.


Edward J. MoManus, Judge
UNITED STATES DISTRICT COURT